

AGENDA

FRANKLIN CITY COUNCIL

MONDAY, September 26, 2016 – CITY HALL COUNCIL CHAMBERS – 207 W. SECOND AVE.

7:00 P.M.**Regular Meeting**

Call To Order · · · · · MAYOR FRANK M. RABIL

PLEASE TURN OFF CELL PHONES · · · MAYOR FRANK M. RABIL

PLEDGE OF ALLEGIANCE

CITIZENS' TIME

AMENDMENTS TO AGENDA

1. CONSENT AGENDA

- A. Minutes: September 12, 2016 Regular Meeting
- B. Departmental Reports: August, 2016 (Separate File)

2. PUBLIC HEARING:

- A. Rental Housing Inspection Program

3. FINANCE

- A. Financial Reports: July, 2016

4. OLD/NEW BUSINESS

- A. Writ of Special Election – H. Taylor Williams, IV
- B. School Capital Funding Request/Financial Services Agreement Update
- C. City Manager's Report
 - 1. Parks & Recreation Advisory Committee

5. COUNCIL/STAFF REPORTS ON BOARDS & COMMISSIONS6. CLOSED SESSION

I move that the Franklin City Council meet in Closed Session to discuss and consider appointments to boards and commissions; and consultation with the City Attorney pertaining to actual litigation pursuant to Virginia Code Section 2.2 – 3711 (A) (1) & (7).

Motion Upon Returning to Open Session- I move that the only matters discussed during the session were those lawfully exempted from open meeting requirements and identified in the motion by which the closed session was convened.

7. ADJOURNMENT

UPCOMING ITEMS TO BE SCHEDULED

The items below are intended to be reflective, and not inclusive of all subjects staff is working on to bring forward to City Council in the next two months. Both the time lines and subject matter are subject to change and should not be considered final.

SUBJECT**TENTATIVE TIME LINE****Commercial Rehabilitation Loan Program****TBA****Charter Communications Franchise Agreement****TBA**

CONSENT AGENDA

A. Minutes: September 12, 2016 Regular Meeting

B. Departmental Reports: August, 2016 (Separate File)

The Franklin City Council held its regular meeting on Monday, September 12, 2016 at 7:00 p.m. in the Council Chambers at City Hall.

Council Members in Attendance: Frank M. Rabil, Mayor; Barry Cheatham, Vice-Mayor; Benny Burgess, Greg McLemore Linwood Johnson III, Mary Hilliard and Bill Scarboro.

Staff in Attendance: Randy Martin, City Manager; Taylor Williams, City Attorney; Mark Bly, Director of Power and Light; Chief Vince Holt, Director of Emergency Services; Chief Phil Hardison, Franklin Police Department; Brenda Rickman, Commissioner of the Revenue; and Dinah Babb, Treasurer.

Others in Attendance: Officer Stephanie Sumpter, Franklin Police Department; Dan Howe, Executive Director, Downtown Franklin Association; Amanda Jarrett, President, Franklin Southampton Economic Development, Inc. and Teresa Rose-McQuay; Administrative Assistant and Acting Secretary, Recording Minutes.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited by everyone in attendance.

CITIZENS' TIME

Mr. Thomas Council of 425 Bracey Street addressed Council about the Parks and Recreation Advisory Committee. Mr. Council asked the City Council to take a more active role in the Parks and Recreation Department since the Advisory Committee is currently inactive. Mr. Council brought up activities that the Advisory Committee would be currently taking care of and asked the Council to delegate to make sure that the items were addressed.

AMENDMENTS TO AGENDA

Vice-Mayor Cheatham made a motion to amend the agenda to add an additional topic to the motion to go into closed session. The new topic will involve a personal matter not related to public business and consultation with legal counsel regarding a specific legal matter requiring legal advice. Councilwoman Hilliard seconded the motion.

The motion to amend the agenda was approved by a vote of 7 – 0.

Mayor Rabil welcomed Interim Councilman Scarboro to his first regular meeting of the City Council and thanked him for his willingness to serve. He also welcomed and thanked former Mayor Raystine D. Johnson-Ashburn for attending the meeting as well.

SPECIAL RECOGNITION: RITCHIE LAMONTE ARTIS (December 8, 1998 – August 10, 2016)

Mayor Rabil recognized Manager Martin to comment on the recognition for Mr. Ritchie Lamonte Artis who was a special honorary member of the Franklin Police Department. Manager Martin commented then recognized Chief Hardison of the Franklin Police Department to present two special recognitions.

Chief Hardison recognized Officer Stephanie Sumpter for a recent lifesaving effort. On September 5, 2016, Officer Sumpter responded to a call at 6:02 p.m. at McDonalds on Armory Drive for a choking

child. Officer Sumpter was the first to respond to the scene; the call had escalated to an unresponsive child. Officer Sumpter assessed the situation and performed the Heimlich maneuver on the victim. She was able to clear the obstruction and the child regained consciousness before the paramedics arrived. Due to her quick action she was able to keep the situation from turning into a much worse situation. Mayor Rabil thanked Officer Sumpter for her service and everyone in attendance applauded her.

Chief Hardison next recognized the memory of Mr. Artis who passed away from brain cancer on August 10, 2016. He eulogized Mr. Artis a young man of courageous spirit who embraced every day of his short life with determination and spirit; his smile was contagious. He recognized his fate and lived his life to its fullest. Chief Hardison shared a video presentation that was assembled by Mrs. Raystine D. Johnson-Ashburn of Wm. M. Johnson & Sons, Inc.; Franklin, VA. The presentation included images of Mr. Artis attending the City Council meeting on August 27, 2012 when he officially became an honorary member of the police department. Chief Hardison spoke of how Mr. Artis brought joy to the members of the Police Department and our community. Chief Hardison stated that Mr. Artis would be greatly missed.

Mayor Rabil publicly acknowledged Mr. Artis for his contribution to our Police Department. He was a special officer to us all and gone way too soon. The testament and the legacy of this young man will never be forgotten. Mayor Rabil thanked Chief Hardison and the Police Department for making this young man a part of their family and praised Mr. Artis for what he meant to the department. Councilwoman Hilliard thanked the Police Chief and the Department. Manager Martin noted that Councilwoman Hilliard suggested this item be on the agenda to bring some closure following Mr. Artis' recent passing.

Consent Agenda

Minutes: August 22, 2016 Regular Meeting & August 30, 2016 Called Meeting

Mayor Rabil asked if there were questions or corrections to the minutes for the August 22, 2016 regular meeting. Hearing none, he asked for a motion.

Vice-Mayor Cheatham made the motion to approve the minutes as presented and Councilman Johnson seconded it.

The motion was approved as follows:

Mayor Rabil, AYE; Councilman Johnson, AYE; Councilman Scarboro, ABSTAIN; Councilwoman Hilliard, AYE; Vice-Mayor Cheatham, AYE and Councilman Burgess, AYE (Councilman McLemore stepped out of the meeting for a brief period).

Mayor Rabil asked if there were questions or corrections to the minutes of the August 30, 2016 called meeting. Hearing none, he asked for a motion.

Vice-Mayor Cheatham made the motion to approve the minutes and Councilwoman Hilliard seconded the motion.

The motion was approved as follows:

Mayor Rabil, AYE; Councilman Johnson, AYE; Councilman Scarboro, AYE; Councilwoman Hilliard, AYE; Vice-Mayor Cheatham, AYE; Councilman McLemore, ABSTAIN; and Councilman Burgess, AYE.

PUBLIC HEARING: Bank of America ATM Site Property Lease

Mayor Rabil recognized Attorney Williams to present the Bank of America ATM Site Property Lease. Attorney Williams advised that the City's Department of Social Services site located at 306 N. Main Street was previously owned by the Bank of America. After the flood in 1999, the Bank of America donated the branch location at 306 N. Main Street to the City of Franklin in 2001. A part of the transaction involved a lease of a portion of the parking lot with an entrance on Middle Street and an exit on 4th Avenue for the location of a drive thru ATM machine to be operated by Bank of America. A copy of a portion of the minutes from the City Council meeting held March 12, 2001 was attached in the agenda for Council reference.

Attorney Williams stated the lease was dated Mary 15, 2001. The base rent was stated to be \$0.00 per month. The term of the lease was for 5 years and there was a right to renew the lease for up to 2 additional terms of 5 years each (a total of 15 years) to be \$0.00 per month. The term of the lease did not actually begin until Bank of America began operation of the ATM.

The final term of the original lease is about to expire. Bank of America has asked that the lease be amended to provide an additional 5 year term with the possibility of renewing the lease two additional 5 year terms. Bank of America has agreed to pay rent in the amount of \$100 per month for the use of the property for the drive thru ATM.

Attorney Williams advised Council of the staff's recommendation to agree to the amendment of the lease for an additional 5 year term followed by 2 additional options to extend the lease for 5 years each for a monthly rental of \$100 per month. This will benefit the Bank of America customers located in the downtown area or who frequent the downtown area and do not want to travel out to Armory Drive to visit the current branch location. Additionally it recognizes the fact Bank of America donated the location to the City in 2001 which became the location for the City's Department of Social Services. The location of the ATM does not impair the operation of the Department of Social Services or take up area needed for employee or public parking.

Mayor Rabil opened the floor for the Public Hearing at 7:32 p.m.

Mayor Rabil asked if there was anyone wishing to speak on the Bank of America lease. After asking for comment from the public three times; no one wished to speak and the Public Hearing was declared closed.

Mayor Rabil closed the Public Hearing at 7:33 p.m.

Mayor Rabil asked Council if there were any questions or comments on the Bank of America Site Property Lease.

Councilman McLemore commented that although Bank of America had given the property to the City; the city should be charging them more money for the use of the property. Councilman McLemore stated that he felt like the rental amount was too low and he wanted to state that for the record.

Mayor Rabil asked for a motion to amend the lease for the Bank of America ATM Site property at \$100 a month for five years with the option to renew for two more additional five year terms.

Vice-Mayor Cheatham made the motion to amend the lease for the terms stated in the lease agreement as recommended by the City Attorney and City Manager. Councilman Johnson seconded the motion.

The motion was approved by a vote of 7 – 0.

OLD/NEW BUSINESS

Ward 6 Special Election Discussion

Mayor Rabil asked for comments concerning the Ward 6 special election to fill the remainder of the term through June 30, 2018. After a lengthy discussion concerning this issue, Councilman Burgess made the motion to petition the court to have a special election to fill the Ward 6 seat on May 2, 2017 and Vice-Mayor Cheatham seconded it. The Council action directed Attorney Williams to submit a Writ of Election to the court for a special election to be held on May 2, 2017.

The motion was approved by a vote of 7 – 0.

FY 2016 – 2017 School Board Capital Outlay Funding Request

Manager Martin gave a brief overview on the School Board FY 2016 – 2017 Capital Outlay Funding request. He stated that enclosed in the agenda package was an excerpt from the proposed City Capital Improvements Program budget document. Previous to July 1, 2016, Council considered action on the request on more than one occasion, but the requisite four affirmative votes were not achieved.

Manager Martin stated that Mayor Rabil had updated him on the joint meeting between the City Council and the School Board that was held on August 30, 2016 and indicated the desire of Council to include this item on the agenda for this meeting for discussion.

On a related matter, Manager Martin reported that he and Superintendent Bell have been discussing the capital request and related concerns from the City's previous audit about questions that were raised and the corrective actions that members of Council would like for the school system to provide. Manager Martin proposed a compromise and the Superintendent of Schools agreed to bring it up at the September 15, 2016 School Board meeting. Manager Martin and Superintendent Bell agreed on a plan to solicit the services of an impartial third party to work toward a resolution where the internal control findings will be reviewed and feasible corrective actions are proposed and implemented which address the deficiencies identified in the City's FY 2015 Comprehensive Annual Financial Report (CAFR).

The City Manager then recommended that Council: authorize the City Manager to negotiate an agreement with Minor & Associates to perform financial services outlined in a proposal dated August 29, 2016, contingent upon the school system's willingness to participate in the agreement, with the city responsible for the entire cost of the agreed upon scope of work up to \$7500. Given the timetable for

completing the accounting services proposal, it is recommended that Council further agree to consider approval of the school's capital outlay funding request for FY 2016 – 2017 as soon as possible assuming that school officials likewise agree to participate in the accounting services agreement including both parties accepting the outcome of the third party analysis resulting from the agreement and contingent upon assurance that the school system does not need any additional city appropriation for FY 2015 – 2016 which ended June 30, 2016.

After considerable discussion among the members of Council, Councilman Burgess made the motion to approve the Manager's recommendation as a compromise solution to resolve this matter, as long as the School Board is willing to agree and Councilman McLemore seconded it.

The motion was approved with the vote as follows:

Mayor Rabil, AYE; Councilman Johnson, AYE; Councilman Scarboro, AYE; Councilwoman Hilliard, NAY; Vice-Mayor Cheatham, AYE; Councilman McLemore, NAY; and Councilman Burgess, AYE.

City Manager's Report

Manager Martin reported that consistent with Legislation passed in the last General Assembly (House Bill 364), the state has solicited local governments and other qualifying entities to see whether there is enough interest to establish a health care program that would encompass local units to be part of a local option statewide health insurance state administered program. The program would allow the health care ratings to be considered on a much larger base than just for a single municipality. The consensus of Council was to direct Manager Martin to pursue and participate in the pursuit of such an option. The Manager will respond with the City's preliminary non-binding expression of interest in participating in the program. If it becomes a reality; the insurance plan would not be in effect until July 1, 2018.

COUNCIL/STAFF REPORTS ON BOARDS & COMMISSIONS

Councilman Burgess reported on the rebranding efforts of the Franklin Business Center event occurring on September 13, 2016 from 4:00 p.m. to 6 p.m. He also reported on the FSEDI Board meeting that was held earlier today and reported on upcoming events at the Business Center. Councilman Burgess invited anyone interested to come and participate in the following: Cheryl Tan will be speaking on September 22, 2016 from 6 p.m. to 7:30 p.m. and a Lunch and Learn on October 11, 2016 regarding Employment Law. The Lunch and Learn is being held in conjunction with the Isle of Wight Economic Development Department with which the City of Franklin participates in shared services.

Mayor Rabil reported on the Combined Courts Committee meeting as well as the Southampton County Shared Service meeting that was held on September 7th. He invited everyone to come out to the Farmer's Market and the final Cruise In on Wednesday, September 14th. Mayor Rabil also commented on the finale of the Cruise In that will be held on Saturday, September 17th. He also informed every one of the upcoming Franklin Fall Festival that will be held on Friday, September 30th and Saturday, October 1st.

Vice-Mayor Cheatham informed Council of the upcoming WTRJ meeting on Wednesday, September 14th and the Hampton Roads Regional meetings on Thursday, September 15th.

Closed Session

Vice-Mayor Cheatham made the motion that the Franklin City Council meet in Closed Session to discuss and consider appointments to boards and commissions; and to discuss a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community; and to address a personal matter not related to public business and to consult with legal counsel regarding a specific legal matter requiring legal advice pursuant to Virginia Code Section 2.2 – 3711 (A) (1) , (5), (4) & (7). Councilman Burgess seconded the motion.

The motion was approved by a 7 – 0 vote.

The Council entered into closed session at 8:57 p.m.

To avoid the appearance of a conflict of interest, Councilman Scarboro exited the closed session during the discussion of one topic on a prospective business. He returned to the meeting on the other topics.

Mayor Rabil reconvened the open session at 9:44 p.m. and asked for a motion certifying the closed session.

Vice-Mayor Cheatham made a motion certifying that the only matters discussed during the closed session were those lawfully exempted from open meeting requirements and identified in the motion by which the closed session was convened. The motion was seconded by Councilman McLemore.

The motion was approved by a 7 – 0 vote.

Action Items:

1. Vice-Mayor Cheatham made the motion to re-appoint: Harvey Darden, Jr. (September 1, 2015 - August 31, 2019); Oscar Babb (September 1, 2015 - August 31, 2019); Dr. Daniel Peak, Jr. (September 1, 2016 – August 31, 2020) and Henri Porter (September 1, 2016 – August 31, 2020) to serve on the Planning Commission. Councilman Johnson seconded the motion.
The motion was approved by a 7 – 0 vote.
2. Councilman Burgess made the motion to appoint Betsy Brantley to serve on the Beatification Commission to fulfill an unexpired term ending on December 31, 2016. Councilwoman Hilliard seconded the motion.
The motion was approved by a 7 – 0 vote.
3. Vice-Mayor Cheatham made the motion to reappoint Amy Ring and Bobby Cutchins to serve another four year term on the Airport Advisory Board expiring on December 31, 2020. Councilman Johnson seconded the motion.
The motion was approved by a 7 – 0 vote.
4. Councilman Burgess made the motion to appoint Eliot Faircloth to serve on the Community Policy and Management Team as a private provider representative. Vice-Mayor Cheatham seconded the motion.

The motion was approved by a 7 – 0 vote.

Adjournment

Councilman McLemore made the motion to adjourn the meeting and Vice-Mayor Cheatham seconded it.

The motion was approved by a 7 – 0 vote.

Mayor Johnson-Ashburn declared the meeting adjourned at 9:49 p.m.

These Minutes for the September 12, 2016 City Council Meeting were adopted on the 26th day of September, 2016.

Mayor

Clerk to City Council

PUBLIC HEARING

A. Rental Housing Inspection Program



*Office Of The City Manager
R. Randy Martin*

September 21, 2016

TO: Mayor & Council Members
FROM: R. Randy Martin, City Manager
Re: Rental Housing Inspection Program

Members of Council have discussed the implementation of a rental housing inspection program on several occasions. Following work sessions on the matter, the Council has given direction to staff on next steps. Most recently, Council directed the scheduling of a public hearing on the matter to solicit public input on the topic including proposed initial conservation district maps and a draft enforcement ordinance.

Enclosed is the public hearing notice and supporting documentation developed during these months of evaluation and discussion on this topic. After the public hearing, Council will need to provide further direction on desired next steps.



NOTICE OF PUBLIC HEARING
CITY OF FRANKLIN
CITY COUNCIL

Notice is hereby given in accordance with Virginia Code Section 36-105.1:1- C 1 that the Franklin City Council will hold a public hearing on Monday, September 26, 2016 at 7:00 P.M. at the City Council meeting being held in the City Council Chambers at City Hall, 207 W. Second Avenue, Franklin, Virginia to consider an ordinance to Amend Chapter 6 of the Code of the City of Franklin Entitled Buildings and Building Regulations, by Adding Thereto a New Article VI, Entitled Identification and Inspection of Rental Dwelling Units.

Full text of the proposed ordinance amendments including a description of the housing conservation district boundary are available for inspection at the office of City Manager and the office of Community Development located at 207 West Second Avenue, Franklin, Virginia during regular business hours. Any person desiring to express his or her views with respect to the proposed amendment should appear at the aforesaid time and place.

The public hearing is to be held at a public facility designed to be accessible to persons with disabilities. Any persons with questions concerning the accessibility of the facility or those who have need for reasonable accommodations should contact Ms. Teresa L. Rose-McQuay, Secretary at (757) 562-8508. Persons needing interpreter services for the deaf must notify Ms. Rose-McQuay at least seven (7) days in advance of the hearing.

Clerk of City Council
R. Randy Martin, City Manager

Please run in the legal section of the Tidewater News
on Sundays, September 11th and September 18th

**Ordinance to Amend Chapter 6 of the Code of the City of Franklin
Entitled Buildings and Building Regulations, by Adding Thereto a New Article
VI, Entitled Identification and Inspection of Rental Dwelling Units**

ARTICLE VI . IDENTIFICATION AND INSPECTION OF RENTAL DWELLING UNITS

DIVISION 1. GENERALLY

Sec. 6-67. Purpose and Intent.

This article is hereby adopted to implement a program for identification and inspection of rental dwelling units in compliance with Code of Virginia (1950), as amended, 36-105.1:1.

Sec. 6-68. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Certificate of Compliance means the document issued by the Director that allows occupancy of a residential rental dwelling unit. The term of this Certificate shall be twelve (12) months and contain the issue date and the expiration date.

Conditions which immediately affect safe, decent and sanitary living conditions of persons occupying a residential rental dwelling unit include items that violate fire safety; lack of or poor condition of sanitary facilities; absence of adequate heating systems or equipment; items which affect the safe operation of electrical and mechanical systems; items which affect structural integrity of the building and/or the ability of the building envelope to keep out weather, or one or more other conditions that if not corrected would be reasonably expected to become conditions that affect the safe, decent and sanitary living conditions of the occupants.

Department means the Community Development Department

Director means the Director of the Community Development Department or his or her designee(s).

Disqualifying Violation includes those conditions which affect safe, decent and sanitary living conditions of persons occupying a residential rental dwelling unit, or other conditions that violate the provisions of the Virginia Uniform Statewide Building Code, or multiple building code violations that indicate in their totality that the dwelling unit is not being properly maintained. Conditions which alone, constitute disqualifying violations are set forth below:

Building Exterior:

1.1 Foundation with severe structural defects indicating the potential for collapse or foundations that allow significant entry of ground water.

1.2 Stairs, porches, balconies or decks with severe structural defects or broken, rotting or missing steps or absence of railings around a porch or balcony that is 30 inches or more above ground.

1.3 Roof has serious defects such as serious buckling, sagging indicating the potential of structural collapse. There are large holes or other defects that would result in significant air or water infiltration.

1.4 Exterior surfaces have serious buckling, sagging indicating the potential of structural collapse. There are large holes or other defects that would result in significant air or water infiltration.

1.5 Chimney is leaning or showing evidence of serious disintegration (i.e. many missing bricks).

1.6 Mobile home is not securely anchored by a tie-down device which distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

Building Interior:

2.1 There are not at least 2 working outlets or one working outlet and 1 working light fixture in each habitable room.

2.2 Electrical hazards such as broken wiring, frayed wiring, wires lying in or located near standing water, light fixtures hanging from electric wiring without other firm support, exposed fuse box connections are present.

2.3 Window no longer has the capacity to keep out the wind and the rain or is a cutting hazard. Examples are missing or broken panes, dangerously loose or cracked panes, windows that will not close.

2.4 Presence of such serious defects in the ceiling that either a potential exists for structural collapse or that large cracks or holes allow significant drafts to enter the unit including severe bulging or buckling and large holes.

2.5 Serious defects in the walls such that the structural safety of the building is threatened such as severe buckling, bulging or leaning; damaged or loose structural members; large holes.

2.6 Presence of such serious defects in the floor system that a potential exists for structural collapse or other threats to safety or that large cracks or holes allow substantial drafts from below the floor including severe buckling or damaged or missing members.

2.7 There is not at least 1 working smoke detector in the vicinity of each sleeping room (unless the situation can be remedied and re-inspected the same day).

Plumbing:

3.1 The water supply system, sanitary drainage system and its associated piping have serious leaks.

3.1 The unit is not served by an approved public or private water supply system.

3.3 The unit is not connected to an approved public or private sewage disposal system. The following constitutes evidence of severe backup; strong sewage gas smell, numerous clogged drains.

3.4 A permanently attached sink is not present or it does not have running hot and cold water and a properly connected and properly working drain.

3.5 The toilet is not connected to a sewer, the connections are faulty to the extent that severe leakage occurs.

3.6 Neither a tub nor a shower is present.

3.7 The water heater does not have a temperature-pressure relief valve and discharge line, and is not vented into a properly installed flue (electric does not require venting).

3.8 There is a broken bathroom fixture with a sharp edge.

Heating and Cooling:

4.1 The heating equipment is not capable of providing adequate heat to all the rooms.

4.2 There is breakage or damage to the system such that there is a potential for fire and other threats to safety including improper connection of flue, improper installation of equipment (absence of safety devices), evidence of heavy soot build-up in the chimney.

4.3 The ventilation system is not working or the windows do not open.

4.4 There are large cracks in the fire-brick, missing mortar, absence of hearth extensions in the fireplace.

Health & Fire Safety:

5.1 The unit cannot be entered without having to go through another unit.

5.2 The unit does not have a means of exit that is not blocked (not usable due to debris, storage, nailed shut).

5.3 There is an excessive accumulation of trash, garbage or other debris.

5.4 There is the presence of severe infestation of mice or vermin (roaches).

5.5 There are loose, broken or missing steps, absence of handrails or guardrails on the interior stairs.

Dwelling unit means a building or structure or part thereof that is used for a home or residence by one or more persons who maintain a household. The term "dwelling unit" shall not include hospitals, nursing homes, convalescent homes or similar facilities providing medical care to the aged, infirmed or disabled.

48-Month Certificate of Compliance means the document issued by the Director that allows occupancy of a residential rental dwelling unit for a period of forty-eight (48) months and contains the issue date and the expiration date.

Inspection District means an individual rental inspection district established by City Council by duly adopted ordinance or resolution.

Multiple-Family Complex means any development, consisting of 10 or more dwelling units under common ownership and occupied for valuable consideration. The term "multiple-family complex shall not include mobile homes under common ownership in a mobile home park or subdivision; nor shall such term include single family detached dwellings, duplex dwellings, or townhouse dwellings under common ownership.

Owner means the person or entity shown on the current real estate assessment books or current real estate assessment records of the City or the fee simple titleholder of the property if ownership has changed since such tax assessment records were last updated.

Residential rental dwelling unit means a dwelling unit that is leased or rented to one or more tenants month to month or for any period in excess of thirty (30) days including, but not limited to, condominiums, manufactured or mobile homes, single family detached dwellings, duplex dwellings, townhouse dwellings, or multifamily dwellings (which shall include efficiency apartments and condominiums). However, a dwelling unit occupied in part by the owner thereof shall not be construed to be a residential rental dwelling unit unless a tenant occupies a part of the dwelling unit which has its own cooking and sleeping areas, and a bathroom, unless otherwise provided in the zoning ordinance or the Franklin City Code.

Virginia Maintenance Code means Part III of the Virginia Uniform Statewide Building Code.

Sections. 6-69-6-80. Reserved.

DIVISION 2. RENTAL INSPECTION DISTRICTS

Sec. 6-81. Establishment of Rental Inspection Districts.

(a) City Council may establish by resolution or ordinance one or more rental inspection districts within the City. Prior to establishing or amending any such district, Council shall hold a public hearing on the proposed district. Notice of the hearing shall be given as required by section 36-105.1:1 of the Code of Virginia.

(b) No rental inspection district shall be established until City Council finds:

(1) There is a need to protect the public health, safety and welfare of occupants of dwelling units inside the designated rental inspection district;

(2) The residential dwelling units within the designated rental inspection district are either:

(a) Blighted or in the process of deteriorating; or

(b) The residential rental dwelling units are in need of inspection by the Department to prevent deterioration, taking into account the number, age and

condition of the residential dwelling rental units inside the proposed rental inspection district; and

(3) The inspection of the residential rental dwelling units inside the proposed rental inspection district is necessary to maintain safe, decent and sanitary living conditions for tenants and other residents living in the proposed rental inspection district.

[Sec. 6-82. Rental Inspection Districts] *Districts to be adopted by Resolution following adoption of this ordinance.

Based upon the findings of City Council as set forth in section 6-81 above, the following areas are included and hereby declared to be rental inspection districts which are subject to the requirements of this article immediately:

Old Town Central District beginning at the intersection of Homestead Ave. and Clay St.; running south-east along Clay Street to the east property boundary of 717 Clay St. (The Elms); running south-west along the east property boundary of 717 Clay St. (The Elms) and continuing south-west along the western and southern boundaries of Berkley Ct. to Campbell Ave.; running south-east along Campbell Ave. to the south-eastern boundary of Armory Drive (the Virginia National Guard Armory); running along the south-eastern boundary of Armory Drive in a westerly direction to the eastern boundary of tax parcel # 122-(60)-3; running along the eastern boundary of tax parcel # 122-(60)-3 in a southerly direction to the CSX railroad right of way; running north-east along the CSX railroad right of way to the south-western side of Bruce St.; running south-east along the western side of Bruce St. to the intersection with South St.; running south-west along the south side of South St. to the intersection with the eastern side of Oak St.; running south along the eastern side of Oak St. to the drainage culvert crossing under Oak St. at 680 Oak St. (old Hayden School); following the north side of the drainage ditch in a south-easterly direction to the City Boundary along the western edge of the Blackwater River; running in a northerly direction along the City boundary and the western edge of the Blackwater River to Barrett's Landing and crossing Barrett's Landing to the intersection of South Main Street and Barrett Street; running north-west along N. Main St. to the intersection with the CSX railroad right of way; running north-east along the CSX railroad right of way to intersection with Mechanic St.; running north-west along Mechanic St. to the southern boundary of the Norfolk Southern railroad right of way; running north west along Norfolk Southern railroad right of way to the eastern side of Homestead Rd.; running south-west along the eastern side of Homestead Rd. to the intersection with Clay St., the point and place of beginning.

A map showing the rental inspection districts described above is hereby adopted as a part of this article and shall be available for public inspection in the Department.

Sec. 6-83. Buildings or Structures Located Outside of Inspection District.

A residential rental dwelling unit located outside of an inspection district shall nevertheless be subject to the terms of this Article on the following basis: City Council makes a separate finding after a public hearing for said individual residential rental dwelling unit that (i) there is a need to protect the public health, welfare and safety of the occupants of that individual residential rental dwelling unit; (ii) the individual residential rental dwelling unit is either (a)

blighted or (b) in the process of deteriorating; or (iii) there is evidence of violations of the Building Code that affect the safe, decent and sanitary living conditions for occupants of such individual residential rental dwelling units. Upon such finding by the City Council, the residential rental dwelling unit shall be subject to this Article, notwithstanding its location outside the inspection districts.

Sec. 6-84. Applicability.

The provisions of this Article shall apply to residential rental dwelling units located within the rental inspection districts identified in section 6-82 of this Article and shall further apply to certain structures located outside of such districts, which meet the requirements of section 6-83 above.

Sec. 6-85-6-90. Reserved.

DIVISION 3. NOTIFICATION AND INSPECTION.

Sec. 6-91. Notification.

(a) Not later than XX days following adoption of this ordinance by City Council or the approval of any new or revised rental inspection district, the Department shall give written notice by first class U.S. mail to all property owners located within the inspection districts of the requirement to notify the Department of any real property of the owner located in an inspection district that is a residential rental property as defined in section 6-68. The mailing of said notice by the Director shall be deemed sufficient notice for purposes of this Article.

(b) The owner of any residential rental dwelling unit located within an inspection district shall notify the Department in writing no later than XX days following the date of the notice referred to in paragraph (a) above that said property is a residential rental dwelling unit. Such notice and information shall be submitted on a form provided by the Department. The form shall require the following information:

(1) Address of the residential rental dwelling unit.

(2) The name(s) of each owner of the residential rental dwelling unit, the street address(es) of the primary residence of each owner of the residential rental dwelling unit and the telephone number of each owner of the residential rental dwelling unit.

(3) The name and street addresses of any responsible party or designee other than the owner.

(c) Upon receipt from an owner of the notice set forth in section 6-91(b), the Department shall send the owner a copy of the list of disqualifying violations promulgated pursuant to section 6-68.

(d) Within thirty (30) days of giving the notification required under section 6-91(b), the owner shall contact the Department and arrange a time for an initial inspection of the residential rental dwelling unit by the Director. If after reasonable attempts, the Department is unable to contact the owner by telephone, the Department may set a time and date for the inspection and notify

the owner by first class mail with a copy addressed to the tenant at the street address of the residential rental dwelling unit. If the time and date is inconvenient for the owner and the owner requests to reschedule the inspection to a more convenient time, the Department shall cooperate with the owner; however, the Department shall not be obligated to reschedule the inspection more than once. It will be the owners responsibility to notify the tenant of an initial and any rescheduled inspections.

(e) The owner/seller of any residential rental unit located in an inspection district shall within thirty (30) days of title transfer, notify the Department of any change of ownership of the residential rental dwelling unit.

(f) Any owner who fails to timely give any notice as required by this section shall be in violation of section 6-91(b) and shall be subject to such penalties and enforcement remedies as provided in section 6-98 (b) of this Article. However, failure to give timely notice in accordance with section 6-91(b) shall not be deemed a violation if the Department has not complied with section 6-91(a).

(g) If subsequent to the establishment of a rental inspection district and the giving of notice under section 6-91(a), an owner converts owner occupied property to residential rental property, the Director or the Department shall give the owner of the converted property the notice required by section 6-91(a). Once that notice is given, all terms of this ordinance shall apply to the owner of the converted property.

Sec. 6-92. Inspections.

(a) The owner of each residential rental dwelling unit located in an inspection district shall obtain and permit an initial inspection and subsequent inspections of such residential rental dwelling unit as provided in this Section. Inspections under this Article shall be conducted by the Department that is charged with the enforcement of this Article. If the unit to be inspected is occupied at the time of a required inspection, it shall be the duty of the owner to notify the occupants of such inspection and make the residential rental dwelling unit available for inspection.

(b) No annual inspection pursuant to this article shall take place more than one time each year, calculated from the date of the first inspection, regardless of whether additional inspections are necessary to achieve compliance. However, nothing in this Article shall modify the authority of the Director to conduct any other inspections, as allowed under the provisions of the Virginia Uniform Statewide Building Code, and inspections for obtaining a certificate of compliance under this Article do not supplant or preclude any other inspection authorized under the Virginia Uniform Statewide Building Code.

(c) Should the owner fail to contact the Department within the required time in order to schedule any inspection required under this Article, or should such owner fail to allow such inspection to proceed on the date for which it was scheduled, the owner shall be in violation of this Article and shall be subject to such penalties and enforcement remedies as provided in section 6-98 below.

(d) The initial inspection of each residential rental dwelling unit which is subject to inspection under this Article, unless the initial inspection is delayed under section 6-92(a), shall take place no later than 90 days after the later of the date that the Department communicates with owner about scheduling the inspection or the date of the written notice setting the date of inspection. However, should the owner of a residential rental dwelling unit which is subject to inspection under this Article, fail to give timely notice as required by section 6-91 (b) the Director shall

inspect such unit within a reasonable time of becoming aware of such unit. Each residential rental unit for which a certificate of compliance or 48-month certificate of compliance as described in section 6-93 (a) has been issued shall be again inspected within 30 days from the expiration of the certificate or earlier revocation of a 48-month certificate of compliance.

(e) Prior to expiration of the certificate of compliance or 48-month certificate of compliance, the owner of the residential rental dwelling unit covered thereby shall contact the Department and arrange for an inspection of such unit. Should the date scheduled for inspection be after expiration of the current certificate and more than thirty days from the day on which the owner contacted the Department to schedule inspection, a 30-day temporary certificate of compliance shall be issued. The inspection shall take place no later than 30 days from the date of application for the inspection. Temporary certificates of compliance shall expire upon the earlier of their stated expiration date or the completion of an inspection which finds all violations satisfactorily remedied.

(f) Provided the owner has given the Department the notice required by section 6-91(b), requests for inspection under section 6-92(d) may be made by telephone, email or fax. The applicable inspection fees shall be paid prior to conducting the inspections required under this Article.

Sec. 6-93. Certificate of Compliance.

(a) Unless a residential rental unit in an inspection district is exempted from inspection under this article, or receives a 48-month certificate of compliance, the term of a certificate of compliance issued for any residential rental dwelling unit in an inspection district, shall be for twelve (12) months beginning with the first day of the month next following the month of issuance.

(b) If an inspection reveals that a residential rental dwelling unit has no disqualifying violations, the Director shall issue a 48-month certificate of compliance for such unit. If an inspection in a multifamily complex reveals that the complex has no disqualifying violations, the Director shall issue a 48- month certificate of compliance for such complex.

(c) If one or more violations of the Virginia Maintenance Code are found that do not constitute a disqualifying violation, the existence of such nondisqualifying violations shall be noted on the 48-month certificate of compliance together with the date by which such non-disqualifying violations must be remedied, which date shall be determined by the Director and which date shall be reasonable.

(d) If a follow-up inspection reveals that the owner has failed to remedy the noted violations by the specified date, the Director shall issue a notice of violation, revoke the 48-month certificate of compliance and the unit shall then be subject to annual inspections.

(e) If a residential rental dwelling unit covered by a 48-month certificate of compliance is found in violation of the Virginia Maintenance Code during the term of such 48-month certificate of compliance, the Director may revoke such 48-month certificate of compliance and such unit shall then become subject to annual inspections.

(f) If an annual certificate of compliance is issued after the inspection necessitated by the violation of the Virginia Maintenance Code or revocation of the 48- month certificate of compliance, then the residential rental dwelling unit shall again be eligible for a 48-month

certificate of compliance only after the annual certificate of compliance has expired and as of the first subsequent annual inspection when no disqualifying violations are found.

(g) If inspection of a residential rental dwelling unit reveals one or more disqualifying violations, the Director shall not issue a certificate of compliance until the disqualifying violations are satisfactorily remedied. If conditions warrant, however, the Director may require that the residential rental dwelling unit be vacated or remain unoccupied until brought into compliance, pursuant to the authority under Code of Virginia, (1950), as amended, section 36- 98, et.seq., the Virginia Uniform Statewide Building Code. Upon compliance the Director shall issue a certificate of compliance.

(h) Should a residential rental dwelling unit be sold, or the title to the unit be otherwise transferred to another owner during the term of a certificate of compliance or a 48-month certificate of compliance issued for such unit, the term of such certificate shall end as of the last day of the month next following the month of transfer of ownership and the new owner shall contact the Department and arrange for inspection of the unit; provided, however, that if the last inspection of the unit pursuant to this Article occurred during the calendar year of transfer of ownership, the existing certificate shall not expire until the end of such calendar year.

(i) The issuance of a certificate of compliance or a 48-month certificate of compliance shall not be evidence of a lack of any and all building code violations, and shall not prevent the Director from conducting follow up inspections regarding building code violations in the residential rental unit.

Sec. 6-94. Exemptions.

(a) The following shall be exempt from the requirements of this Article for the time periods indicated:

(1) No inspection of a newly constructed residential rental dwelling unit located in an inspection district shall be required within forty-eight (48) months of the issuance of a certificate of occupancy for such newly constructed unit. Thereafter said unit shall in all respects become subject to the requirements of this Article.

(2) All hotels, motels, inns, bed and breakfast establishments, and other similar facilities to the extent occupied by transients shall be exempt from compliance with this Article.

(3) All residential rental dwelling units owned by or leased by an agency or political subdivision of the Commonwealth of Virginia or of the City of Franklin, shall be exempt from compliance with this Article so long as said dwelling units are operated by such entity in carrying out its public purpose and for a period of 48 months thereafter following a change in ownership or termination of the leasehold.

(4) All residential rental dwelling units regularly inspected pursuant to the authority of an agency or political subdivision of the Commonwealth of Virginia or of the City of Franklin and for a period of 48 months thereafter following the cessation of any such regular inspections.

Sec. 6-95. Violations.

If the dwelling unit fails to comply with any one or more provisions of the Virginia Maintenance Code, and any amendments to that code, the Director shall furnish the owner with a written list

of specific violations. Failure to list any violation shall not be deemed a waiver of such violation. Upon the completion of all corrections and repairs, the owner shall arrange a reinspection of the residential rental dwelling unit. Reinspection shall be for the purpose of determining compliance by the owner with the written list of specific violations furnished to the owner by the Director. However, if upon reinspection, the Director discovers other violations that were not listed on the written list of specific violations previously furnished to the owner, the Director shall furnish the owner with a supplemental list of violations and shall provide the owner a reasonable opportunity to correct same. This provision, however, shall not preclude the Director from revoking the 48-month certificate of compliance if the subsequently discovered violations are disqualifying violations or if the non-qualifying violations have not been corrected pursuant to section 6-92 and section 6-93.

Sec. 6-96. Occupancy.

(a) XXX days after establishment of any rental inspection district, it shall be unlawful to permit anyone to occupy a residential rental dwelling unit as a tenant within the rental inspection district unless a current certificate of compliance is in force for such unit.

(b) Should an owner convert owner-occupied property to residential rental property under section 6-91(g), then XXX days after the Department gives the owner of the converted property the notice required by section 6-91(a), it shall be unlawful to permit anyone to occupy a residential rental dwelling unit as a tenant within the rental inspection district unless a current certificate of compliance is in force for such unit.

Sec. 6-97. Multi-Family Complexes.

(a) If a multifamily complex contains more than 10 residential rental dwelling units, in the initial and annual inspections, the Department shall inspect not less than two units and not more than 10 percent (10%) of the residential rental dwelling units.

(b) If the Director determines upon inspection of the dwelling units in accordance with (a) above that there are within one or more of such units or the building housing same, violations of the Virginia Maintenance Code that affect the safe, decent and sanitary living conditions for the tenants of such multifamily complex, the Director may inspect as many dwelling units as he or she deems reasonable necessary to assure compliance with the building code, in which case, the fee shall be based upon a charge per dwelling unit inspected.

Sec. 6-98-6-95. Reserved.

Sec. 6-96. Fees.

(a) There shall be no fee for the initial inspection of each dwelling unit.

(b) If minor violations are noted and repairs or corrections are deemed necessary by the Director, and a reinspection is required, no additional fee shall be charged for the reinspection.

(c) If major or disqualifying violations are noted and a reinspection is required, there shall be a fee of \$100.00 per dwelling unit for each reinspection until the violation is corrected. No reinspection shall be performed, nor any certificate of compliance be issued, unless and until all fees have been paid.

Sec. 6-97. Appeals; effects.

(a) Any person aggrieved by any determination or decision of the Director made pursuant to this Article shall have the right to appeal such determination or decision in accordance with the provisions of the Virginia Uniform Statewide Building Code, and its amendments.

(b) Nothing in this Article shall be construed to limit, impair, alter or extend the rights and remedies of persons in their relationship of landlord and tenant as such rights and remedies exist under applicable law.

(c) Nothing in this Article shall be construed to relieve or exempt any person from otherwise complying with all applicable laws, ordinances, standards and regulations pertaining to the condition of buildings and other structures.

(d) Nothing in this Article shall be construed to limit the authority of the Director to perform property maintenance inspections in accordance with all other applicable law.

Sec. 6-98. Penalties.

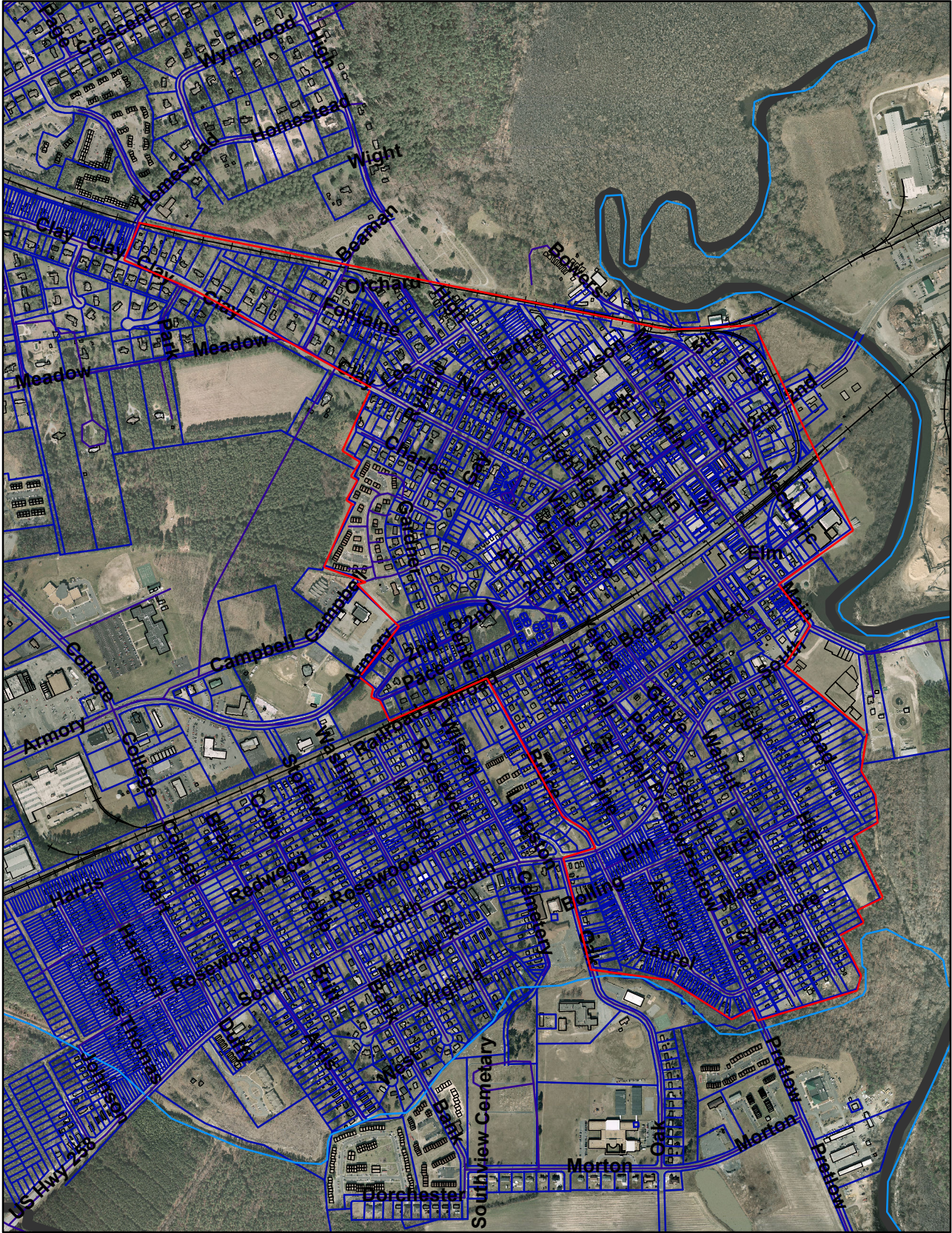
(a) Any person willfully failing to comply with this Article or the Virginia Uniform Statewide Building Code shall be subject to the penalties established in section 6-2 of this Chapter.

(b) Any person willfully failing to comply with the notice requirements of 6-91 (b) of this Article shall be subject to a Fifty (\$50.00) dollar civil penalty to be assessed every thirty (30) days from the date notice is due for each property for which they fail to provide notice of ownership of a residential rental dwelling unit which is subject to this Article.

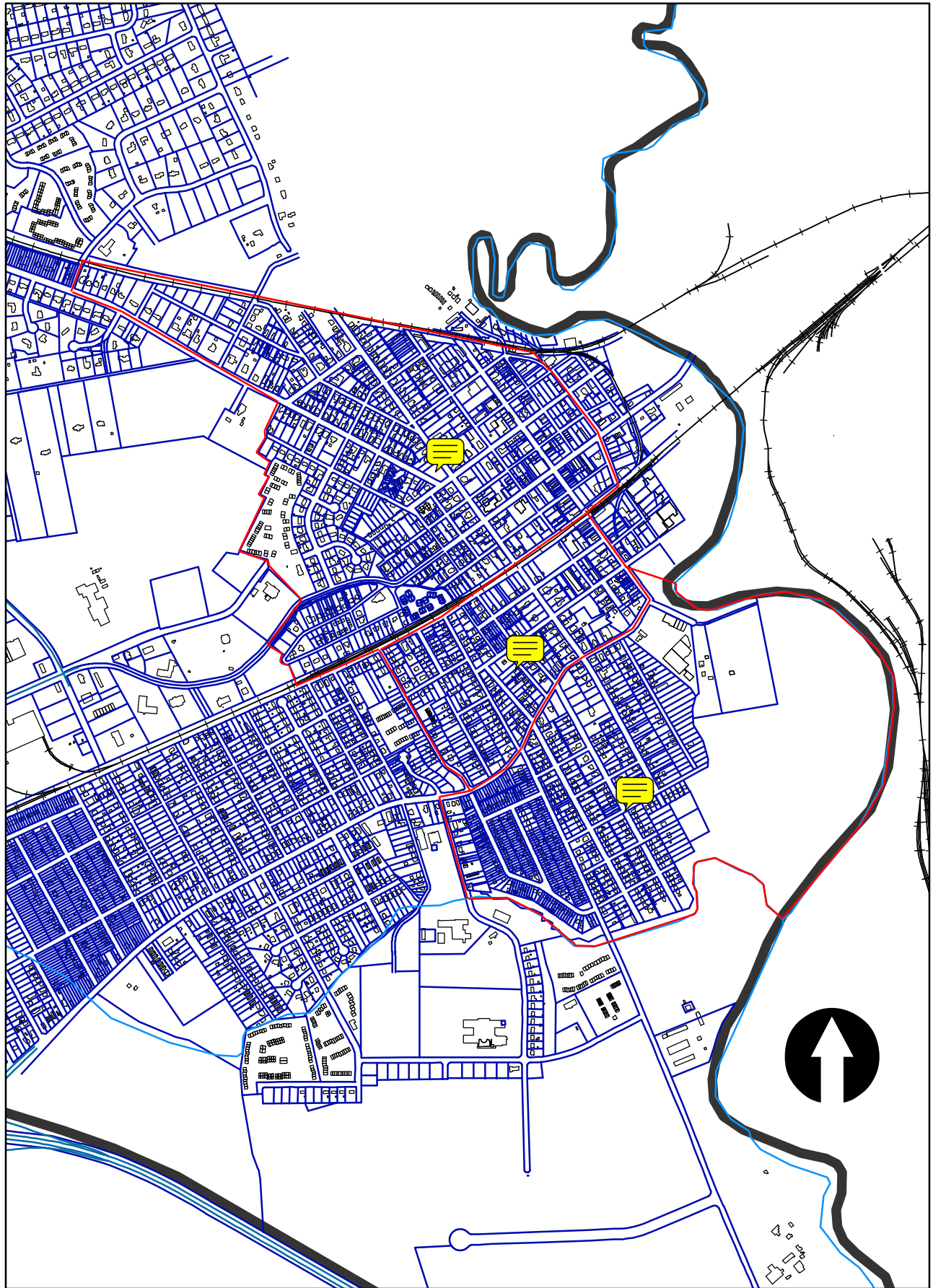
(c) The remedies set forth in (a) of this section are not the exclusive remedies for noncompliance with the requirements of this Article. The Director shall take such further actions as allowed by applicable law in order to obtain compliance with the requirements of this Article including, but not limited to seeking injunctive relief under section 15.2-1432 of the Virginia Code and/or obtaining inspection warrants as provided in section 36-105 C 3 of the Virginia Code.

Proposed Code Section	Residence Attributes	Maintenance Code Violations	Repairs/violation abatement	Certificate granted	Subsequent changes	Certificate granted
6-93(b)	No disqualifying violations	None	None	48-month certificate	None	NA
6-93(c)	No disqualifying violations	Yes	Date to complete abatement determined by Director, owner abates violations by date directed	48-month with notes to abate Maintenance Code violations	If abated, none	NA
6-93(d)	No disqualifying violations	Yes	Owner does not abate Maintenance Code violations within time set by Director	Revoke previously-granted 48-month certificate	Once abatement is complete and re-inspection complete	12-month certificate
6-93(e)	No disqualifying violations	Maintenance Code violations found within 48-month certificate period	Owner abates Maintenance Code violations	12-month certificate	NA	NA
6-93(f)	No disqualifying violations or Maintenance Code violations after previous loss of 48-month certificate under 6-93(d)	None	None	48-month certificate after 12-month certificate expires and no violations of Rental Inspection requirements or Maintenance Code requirements	NA	NA
6-93(g)	-Disqualifying violations -Director may require unit be vacated if conditions warrant	NA	Owner abates disqualifying violations	12-month certificate		
6-93(h)	-Change of ownership of unit with current 12-month or 48-month certificate -New owner required to call for inspection	NA	NA	-If previous inspection was within calendar year of change of ownership, current certificate remains valid through calendar year -If previous inspection was not within calendar year of change of ownership, inspection required as under 6-93(b)	NA	Per 6-93(b) if new inspection required
6-93(i)	Holds 12-month or 48-month certificate	Building Code violations found subsequently	As per Building Code			
Exemptions						
Newly-constructed rental unit	-No inspection or certificate required within 48 months of issuance of Certificate of Occupancy -After 48-month period, inspections as outlined in 6-93(b)					
Hotels, motels, bed and breakfast establishments, etc.	NA					
Rental dwellings owned/ leased by agency of State or City	No inspection or certificate required until 48 months following change of ownership or termination of leasehold to private entity					
Rental units inspected by agency of State or City	No inspection or certificate required until 48 months following change of ownership or termination of leasehold to private entity					

Proposed Conservation District



Oldtown Central Rental Inspection District



FINANCE

A. Financial Reports: July, 2016



For the period ending July 31, 2016

Based on Unaudited Financial Data

- Enclosed is a summary of the City's financial reports for the General and various Enterprise Funds on revenue, expenditures and cash balances for the period ending July 31, 2016. The August 2016 summary report will be provide at the next City Council meeting.
- A more detailed report will be presented at the October meeting to reflect a review of the 1st Quarter of Fiscal Year 16-17 ending September 30, 2016.
- A summary of balances for school-related bond proceeds accounts (VPSA & QZAB) is also enclosed.

GENERAL FUND FINANCIAL REPORT
FOR THE PERIOD ENDING JULY 31, 2016

Account Id	Account Description	Prior Revenue	Anticipated	Current Revenue	YTD Revenue	Balance/Excess/ Deficit	% Realized	Prior Year Variance
100-3-11010-	REAL ESTATE TAXES	139,308	5,687,115.00	37,782.78	37,782.78	-5,649,332.22	0.7%	-101,525.22
100-3-11020-	PUBLIC SERVICE CORPORATION TAXES	0	68,000.00	0	0	-68,000.00	0.0%	0.00
100-3-11031-	PERSONAL PROPERTY TAXES	2,943	1,545,000.00	5,805.52	5,805.52	-1,539,194.48	0.4%	2,862.52
100-3-11040-	MACHINERY & TOOLS TAXES	0	23,578.00	0	0	-23,578.00	0.0%	0.00
100-3-11060-	PENALTIES AND INTEREST	20,891	155,000.00	7,670.36	7,670.36	-147,329.64	4.9%	-13,220.64
100-3-12010-	LOCAL SALES & USE	136,560	1,823,000.00	151,676.00	151,676.00	-1,671,324.00	8.3%	15,116.00
100-3-12020-	UTILITY TAXES	50,066	516,000.00	61,993.76	61,993.76	-454,006.24	12.0%	11,927.76
100-3-12030-	BUSINESS LICENSE TAXES	0	950,000.00	0.00	0.00	-950,000.00	0.0%	0.00
100-3-12035-	BUSINESS LICENSE TAXES-DELINQUENT	36	500.00	682.65	682.65	182.65	136.5%	646.65
100-3-12050-	MOTOR VEHICLE LICENSES	1,053	160,000.00	1,027.85	1,027.85	-158,972.15	0.6%	-25.15
100-3-12055-	MOTOR VEHICLE LICENSES-DELINQUENT	528	23,000.00	619.94	619.94	-22,380.06	2.7%	91.94
100-3-12060-	BANK STOCK TAXES	0	65,000.00	0	0	-65,000.00	0.0%	0.00
100-3-12070-	TAXES ON RECORDATION AND WILLS	0	46,000.00	2,547.12	2,547.12	-43,452.88	5.5%	2,547.12
100-3-12080-	CIGARETTE TAXES	35,813	345,000.00	26,164.80	26,164.80	-318,835.20	7.6%	-9,648.20
100-3-12100-	LODGING TAXES	13,928	130,000.00	19,808.00	19,808.00	-110,192.00	15.2%	5,880.00
100-3-12110-	MEALS TAX	127,716	1,420,000.00	129,050.00	129,050.00	-1,290,950.00	9.1%	1,334.00
100-3-12180-	PROBATE TAXES	1,237	2,500.00	0	0	-2,500.00	0.0%	-1,237.00
100-3-13010-	PERMITS AND OTHER LICENSES	70	4,000.00	70.00	70.00	-3,930.00	1.8%	0.00
100-3-13030-	PERMITS AND OTHER LICENSES	13,195	161,220.00	20,557.18	20,557.18	-140,662.82	12.8%	7,362.18
100-3-14010-	FINES AND FORFEITURES	219	40,250.00	402.31	402.31	-39,847.69	1.0%	183.31
100-3-15010-	REVENUE FROM USE OF MONEY	45	3,250.00	46.51	46.51	-3,203.49	1.4%	1.51
100-3-15020-	REVENUE FROM USE OF PROPERTY-RENTALS	3,446	240,796.00	3,597.40	3,597.40	-237,198.60	1.5%	151.40
100-3-16010-	CHARGES FOR CURRENT SERVICES	182	9,600.00	287.84	287.84	-9,312.16	3.0%	105.84
100-3-16040-	CHARGES FOR OTHER PROTECTION-EMS	38,447	453,051.00	29,447.00	29,447.00	-423,604.00	6.5%	-9,000.00
100-3-16060-	CHARGES FOR OTHER PROTECTIONS	0	17,150.00	0	0	-17,150.00	0.0%	0.00
100-3-16070-	MISC BILLING SERVICES	1,753	0.00	2,575.46	2,575.46	2,575.46	0.0%	822.46
100-3-16080-	CHG FOR SANITATION & WASTE REMOVAL	449	6,150.00	634.34	634.34	-5,515.66	10.3%	185.34
100-3-16095-	CHARGES FOR ADMIN-FUNDS	78,318	964,866.00	80,405.63	80,405.63	-884,460.37	8.3%	2,087.63
100-3-16130-	RECREATIONAL FEES	787	8,150.00	1,009.50	1,009.50	-7,140.50	12.4%	222.50
100-3-18990-	MISCELLANEOUS -sales, P & I on util, revenue sharing	32,955	1,226,232.00	40,485.02	40,485.02	-1,185,746.98	3.3%	7,530.02
100-3-19020-	RECOVERED COSTS	649	295,000.00	1,259.48	1,259.48	-293,740.52	0.4%	610.48
100-3-22010-	NON-CATEGORICAL AID STATE	0	1,668,897.00	0.00	0.00	-1,668,897.00	0.0%	0.00
100-3-23030-	SHARED EXPENSES	0	79,876.00	0.00	0.00	-79,876.00	0.0%	0.00
100-3-23040-	SHARED EXPENSES	0	72,896.00	0.00	0.00	-72,896.00	0.0%	0.00
100-3-23060-	SHARED EXPENSES	0	34,723.00	0	0	-34,723.00	0.0%	0.00
100-3-24040-	CATEGORICAL AID - STATE	0	2,127,245.00	0.00	0.00	-2,127,245.00	0.0%	0.00
100-3-33010-	CATEGORICAL AID -FEDERAL GOVERNMENT	0	16,595.00	0	0	-16,595.00	0.0%	0.00
100-3-41050-	FUNDS TRANSFERS	117,490	2,057,611.00	133,599.63	133,599.63	-1,924,011.37	6.5%	16,109.63
100-3-49000-	NEW YEAR ADJUSTING ENTRY	0	0.00	17,806.58	17,806.58	17,806.58	0.0%	17,806.58
General Fund Revenue Total		818,084.00	22,447,251.00	777,012.66	777,012.66	-21,670,238.34	3.5%	-41,071.34

Account Id	Account Description	Prior Expense	Budgeted	Current Expended	YTD Expended	Balance/Excess/ Deficit	% Expended	Prior Year Variance
100-4-11010-	**CITY COUNCIL **	40,463	185,518.00	38,258.32	38,258.32	147,259.68	20.6%	-2,204.68
100-4-12110-	CITY MANAGER *****	23,701	209,138.00	16,451.98	16,451.98	192,686.02	7.9%	-7,249.02
100-4-12210-	CITY ATTORNEY *****	14,652	190,580.00	11,615.93	11,615.93	178,964.07	6.1%	-3,036.07
100-4-12220-	MANAGEMENT SERVICES & HR*****	13,945	138,854.00	6,701.78	6,701.78	132,152.22	4.8%	-7,243.22
100-4-12310-	COMMISSIONER OF THE REVENUE *****	25,830	264,809.00	22,273.49	22,273.49	242,535.51	8.4%	-3,556.51
100-4-12320-	REAL ESTATE ASSESSOR *****	4,130	61,525.00	3,905.48	3,905.48	57,619.52	6.3%	-22.52
100-4-12410-	CITY TREASURER *****	27,206	301,342.00	24,122.05	24,122.05	277,219.95	8.0%	-3,083.95
100-4-12430-	ACCOUNTING *****	21,501	337,711.00	30,713.79	30,713.79	306,997.21	9.1%	9,212.79
100-4-12470-	PURCHASING & GENERAL SERVICES****	9,023	90,279.00	7,199.89	7,199.89	83,079.11	8.0%	-1,823.11
100-4-12535-	UTILITY COLLECTIONS & BILLING ****	17,933	246,308.00	16,412.39	16,412.39	229,895.61	6.7%	-1,520.61
100-4-12550-	INSURANCE *****	9,755	178,159.00	13,674.93	13,674.93	164,484.07	7.7%	3,919.93
100-4-12560-	INFORMATION TECHNOLOGY*****	7,711	171,278.00	14,574.55	14,574.55	156,703.45	8.5%	6,863.55
100-4-13100-	BOARD OF ELECTIONS *****	9,638	114,638.00	7,564.33	7,564.33	107,073.67	6.6%	-2,073.67
100-4-21100-	CIRCUIT COURT ***	0	9,036.00	0	0	9,036.00	0.0%	0.00
100-4-21200-	GENERAL DISTRICT COURT ***	185	18,091.00	5,925.20	5,925.20	12,165.80	32.8%	5,740.20
100-4-21600-	CLERK OF CIRCUIT COURT ***	0	50,089.00	0	0	50,089.00	0.0%	0.00
100-4-21700-	SHERIFF'S OFFICE ***	0	132,877.00	0	0	132,877.00	0.0%	0.00
100-4-21910-	DISTRICT COURT SERVICE ***	145	57,882.00	15,940.82	15,940.82	41,941.18	27.5%	15,795.82
100-4-22100-	COMMONWEALTH'S ATTORNEY ***	0	61,855.00	0	0	61,855.00	0.0%	0.00
100-4-23000-	WESTERN TIDEWATER REGIONAL JAIL **	461,045	921,980.00	460,990.00	460,990.00	460,990.00	50.0%	-55.00
100-4-31100-	POLICE ***	302,390	3,017,600.00	269,852.21	269,852.21	2,747,747.79	8.9%	-32,537.79
100-4-31130-	E - 911 *****	72,129	642,947.00	56,548.25	56,548.25	586,398.75	8.8%	-15,580.75
100-4-32100-	EMERGENCY MANAGEMENT SERVICES ***	226,690	2,329,950.00	193,363.46	193,363.46	2,136,586.54	8.3%	-33,326.54
100-4-34100-	BUILDING INSP & CODE ENFORCEMENT***	52,396	510,362.00	39,628.01	39,628.01	470,733.99	7.8%	-12,767.99
100-4-35100-	ANIMAL CONTROL*****	8,518	105,308.00	6,971.75	6,971.75	98,336.25	6.6%	-1,546.25
100-4-41200-	PUBLIC WORKS-STREET MAINTENANCE****	111,216	1,863,539.00	82,915.31	82,915.31	1,780,623.69	4.4%	-28,300.69
100-4-41330-	PUBLIC WORKS-SNOW REMOVAL****	0	16,500.00	0	0	16,500.00	0.0%	0.00
100-4-41500-	PUBLIC WORKS-GARAGE****	24,104	233,442.00	18,996.26	18,996.26	214,445.74	8.1%	-5,107.74
100-4-43200-	BUILDING MAINTENANCE-GENERAL*****	44,500	667,722.00	26,263.23	26,263.23	641,458.77	3.9%	-18,236.77
100-4-43400-	BUILDING MAINTENANCE-ARMORY***	3,037	48,586.00	2,216.61	2,216.61	46,369.39	4.6%	-820.39
100-4-43600-	BUILDING MAINTENANCE-CITY HALL****	4,809	204,035.00	2,900.08	2,900.08	201,134.92	1.4%	-1,908.92
100-4-43700-	BLDG MAINTENANCE-SOC SERVICES****	2,195	80,676.00	175.50	175.50	80,500.50	0.2%	-2,019.50
100-4-43800-	BUILDING MAINTENANCE-HEALTH DEPT***	2,163	34,533.00	1,503.89	1,503.89	33,029.11	4.4%	-659.11
100-4-51200-	HEALTH DEPARTMENT*****	0	110,000.00	0	0	110,000.00	0.0%	0.00
100-4-52200-	MENTAL HEALTH*****	0	35,198.00	0	0	35,198.00	0.0%	0.00
100-4-71300-	RECREATION*****	44,514	374,601.00	39,256.41	39,256.41	335,344.59	10.5%	-5,257.59
100-4-71400-	CEMETERIES*****	3,400	40,500.00	3,468.00	3,468.00	37,032.00	8.6%	68.00
100-4-71500-	SENIOR CITIZENS TITLE III ***	3,579	6,659.00	0	0	6,659.00	0.0%	-3,579.00
100-4-71600-	SENIOR CITIZENS NUTRITION ***	0	45,679.00	3,687.73	3,687.73	41,991.27	8.1%	3,687.73
100-4-73100-	LIBRARY*****	1,781	304,725.00	65,038.21	65,038.21	239,686.79	21.3%	63,257.21
100-4-81100-	PLANNING AND ZONING****	17,778	200,933.00	13,088.57	13,088.57	187,844.43	6.5%	-4,689.43
100-4-81300-	BEAUTIFICATION COMMISSION ****	0	5,000.00	45.00	45.00	4,955.00	0.9%	45.00
100-4-81600-	DOWNTOWN DEVELOPMENT *****	7,235	100,230.00	5,249.73	5,249.73	94,980.27	5.2%	-1,985.27
100-4-91300-	PAYMENTS TO SOUTHAMPTON COUNTY ***	0	700,000.00	0	0	700,000.00	0.0%	0.00
100-4-91500-	NON-DEPARTMENT MISCELLANEOUS***	3,982	22,000.00	5,298.15	5,298.15	16,701.85	24.1%	1,316.15
100-4-93100-	TRANSFERS*****	415,616	7,004,577.00	514,157.44	514,157.44	6,490,419.56	7.3%	98,541.44
General Fund Expenditure Total		2,038,895.00	22,447,251.00	2,046,948.73	2,046,948.73	20,400,302.27		8,053.73

	Prior Year	Current Year	Variance
Total Revenue	818,084.00	777,012.66	-41,071.34
Total Expense	2,038,895.00	2,046,948.73	8,053.73
Excess/Deficit of Expenses Over Revenue	-1,220,811.00	-1,269,936.07	-49,125.07
Cash Balance in Fund	3,944,549.00	4,492,625.00	548,076.00

WATER & SEWER FUND FINANCIAL REPORT (for the period ending July 31, 2016)

Account Id	Account Description	Prior Rev/Expd	Anticipated	Current Revenue	YTD Revenue	Balance/Excess/ Deficit	% Realized	Prior Year Variance
501-3-16190-1101	Sale of Water - Residential	44,876	986,700.00	81,198.82	81,198.82	-905,501.18	8.2%	36,322.82
501-3-16190-1102	Sale of Water - Commercial	35,769	443,300.00	36,719.89	36,719.89	-406,580.11	8.3%	950.89
501-3-16190-1103	Sewer Service Charge - Residential	58,287	1,328,250.00	108,397.32	108,397.32	-1,219,852.68	8.2%	50,110.32
501-3-16190-1104	Sewer Service Charge - Commercial	40,384	596,750.00	47,073.51	47,073.51	-549,676.49	7.9%	6,689.51
501-3-16190-1105	Water Connection Fees	0	0.00	7,000.00	7,000.00	7,000.00	0.0%	7,000.00
501-3-16190-1106	Sewer Connection Fees	0	0.00	4,500.00	4,500.00	4,500.00	0.0%	4,500.00
501-3-16190-1107	Administrative Connection Fee	940	5,000.00	410.00	410.00	-4,590.00	8.2%	-530.00
501-3-16190-1118	Sewer Charge - Isle of Wight County	3,511	55,000.00	4,622.27	4,622.27	-50,377.73	8.4%	1,111.27
501-3-16190-1124	Sewer Charge Edgehill - Southampton	1,763	33,000.00	3,218.84	3,218.84	-29,781.16	9.8%	1,455.84
501-3-16190-1503	Interest SNAP	30	0.00	92.40	92.40	92.40	0.0%	62.40
501-3-16190-8081	Miscellaneous Revenue	0	250.00	0	0	-250.00	0.0%	0.00
Water & Sewer Fund Revenue Total		185,560.00	3,448,250.00	293,233.05	293,233.05	-3,155,016.95	8.5%	107,673.05

Account Id	Account Description	Prior Expense	Budgeted	Current Expended	YTD Expended	Balance/Excess/ Deficit	% Expended	Prior Year Variance
501-4-44112-	**WATER SERVICE**	44,662	989,335.00	69,409.16	69,409.16	919,925.84	7.0%	24,747.16
501-4-44113-	SEWER SERVICE *****	13,621	920,301.00	7,525.97	7,525.97	912,775.03	0.8%	-6,095.03
501-4-44120-	WASTE WATER TREATMENT PLANT *****	41,025	742,739.00	30,317.48	30,317.48	712,421.52	4.1%	-10,707.52
501-4-93100-	TRANSFERS *****	24,125	428,828.00	35,735.63	35,735.63	393,092.37	8.3%	11,610.63
501-4-95101-	DEBT SERVICE *****	43,804	367,047.00	39,926.82	39,926.82	327,120.18	10.9%	-3,877.18
Water & Sewer Fund Expenditure Total		167,237.00	3,448,250.00	182,915.06	182,915.06	3,265,334.94	5.3%	15,678.06

	Prior Year	Current Year	Variance
Total Revenue	185,560.00	293,233.05	107,673.05
Total Expense	167,237.00	182,915.06	15,678.06
Excess/Deficit of Expenses Over Revenue	18,323.00	110,317.99	91,994.99
Cash Balance in Fund	1,970,311.00	1,524,862.00	-445,449.00

SOLID WASTE FUND FINANCIAL REPORT (for the period ending July 31, 2016)

Account Id	Account Description	Prior Revenue	Anticipated	Current Revenue	YTD Revenue	Balance/Excess/		Prior Year Variance
						Deficit	% Realized	
502-3-16080-0001	Waste Collection & Disposal Fees	108,754	1,318,079.00	108,038.81	108,038.81	-1,210,040.19	8.2%	-715.19
502-3-16080-0002	Sale of Containers	0	0.00	58.00	58.00	58.00	0.0%	58.00
502-3-16080-0004	Administrative Garbage Service Fee	670	4,000.00	350.00	350.00	-3,650.00	8.8%	-320.00
502-3-41050-0200	Prior Year Carry over	0	212,793.00	0	0	-212,793.00	0.0%	0.00
Solid Waste Fund Revenue Total		109,424.00	1,534,872.00	108,446.81	108,446.81	-1,426,426.19	7.1%	-977.19

Account Id	Account Description	Prior Expense	Budgeted	Current Expended	YTD Expended	Balance/Excess/		Prior Year Variance
						Deficit	% Expended	
502-4-42300-	**SOLID WASTE**	33,439	1,222,380.00	29,559.50	29,559.50	1,192,820.50	2.4%	-3,879.50
502-4-93100-	**TRANSFERS**	17,985	293,405.00	24,450.38	24,450.38	268,954.62	8.3%	6,465.38
502-4-95101-	**DEBT SERVICE**	0	19,087.00	3,224.00	3,224.00	15,863.00	16.9%	3,224.00
Solid Waste Fund Expenditure Total		51,424.00	1,534,872.00	57,233.88	57,233.88	1,477,638.12	3.7%	5,809.88

	Prior Year	Current Year	Variance
Total Revenue	109,424.00	108,446.81	-977.19
Total Expense	51,424.00	57,233.88	5,809.88
Excess/Deficit of Expenses Over Reven	58,000.00	51,212.93	-6,787.07
Cash Balance in Fund	500,732.00	410,551.00	-90,181.00

AIRPORT FUND FINANCIAL REPORT (for the period ending July 31, 2016)

Account Id	Account Description	Prior Revenue	Anticipated	Current Revenue	YTD Revenue	Balance/Excess/		Prior Year
						Deficit	% Realized	
504-3-16190-0208	Airport Rental & Fees	4,069	60,000.00	4,402.00	4,402.00	-55,598.00	7.3%	333.00
504-3-16190-0212	Sale of Jet Fuel	2,150	33,750.00	2,120.75	2,120.75	-31,629.25	6.3%	-29.25
504-3-16190-0214	Sale of Aviation Gas	2,145	33,750.00	2,579.37	2,579.37	-31,170.63	7.6%	434.37
504-3-16190-8041	Miscellaneous Revenue	17	500.00	8.47	8.47	-491.53	1.7%	-8.53
504-3-24040-0415	Maintenance Program	0	3,000.00	0	0	-3,000.00	0.0%	0.00
504-3-24040-0421	Airport Improvements	0	9,600.00	0	0	-9,600.00	0.0%	0.00
504-3-24040-0424	Tree Clearance Grant	0	24,992.00	0	0	-24,992.00	0.0%	0.00
504-3-33010-0420	Airport Improvements FAA	0	108,000.00	0	0	-108,000.00	0.0%	0.00
504-3-41050-0100	Transfer From General Fund	0	133,249.00	0	0	-133,249.00	0.0%	0.00
Airport Fund Revenue Total		8,381.00	406,841.00	9,110.59	9,110.59	-397,730.41	2.2%	729.59

Account Id	Account Description	Prior Expense	Budgeted	Current Expended	YTD Expended	Balance/Excess/		Prior Year
						Deficit	% Expended	
504-4-20010-0000	**AIRPORT SERVICE**	18,738	219,090.00	32,397.54	32,397.54	186,692.46	14.8%	13,659.54
504-4-20020-0000	***CAPITAL OUTLAY***	0	151,240.00	0	0	151,240.00	0.0%	0.00
504-4-93100-0000	**TRANSFERS**	1,729	36,511.00	3,042.62	3,042.62	33,468.38	8.3%	1,313.62
Airport Fund Expenditure Total		20,467.00	406,841.00	35,440.16	35,440.16	371,400.84	8.7%	14,973.16

	Prior Year	Current Year	Variance
Total Revenue	8,381.00	9,110.59	729.59
Total Expense	20,467.00	35,440.16	14,973.16
Excess/Deficit of Expenses Over Revenue	-12,086.00	-26,329.57	-14,243.57
Cash Balance in Fund	(93,203.00)	(76,073.00)	17,130.00

ELECTRIC FUND FINANCIAL REPORT (for the period ending July 31, 2016)

Account Id	Account Description	Prior Revenue	Anticipated	Current Revenue	YTD Revenue	Balance/Excess/ Deficit	% Realized	Prior Year Variance
505-3-16190-1200	Sale of Electricity -Fuel Adj	112,585	315,911.00	27,998.21	27,998.21	-287,912.79	8.9%	(84,586.79)
505-3-16190-1201	Sale of Electric Energy-Residential	714,625	8,578,082.00	748,491.42	748,491.42	-7,829,590.58	8.7%	33,866.42
505-3-16190-1202	Sale of Electricity-Commercial	515,620	6,221,368.00	577,285.82	577,285.82	-5,644,082.18	9.3%	61,665.82
505-3-16190-1203	Cycle & Save	-9,942	-121,000.00	-9,957.50	-9,957.50	111,042.50	8.2%	(15.50)
505-3-16190-1204	Administrative Connection Fee	2,050	18,000.00	810.00	810.00	-17,190.00	4.5%	(1,240.00)
505-3-16190-1205	Pole Attachment Fees	0	77,908.00	0	0	-77,908.00	0.0%	-
505-3-16190-1207	Cut-On Fees and Penalties	13,329	150,000.00	10,957.12	10,957.12	-139,042.88	7.3%	(2,371.88)
505-3-16190-1503	Interest SNAP	50	0.00	11.33	11.33	11.33	0.0%	(38.67)
505-3-16190-6001	Sale Of Equipment	0	3,000.00	0	0	-3,000.00	0.0%	-
505-3-16190-8040	Sale Of Electric Supplies	0	4,000.00	0	0	-4,000.00	0.0%	-
505-3-16190-8041	Miscellaneous Revenue	113	10,000.00	262.50	262.50	-9,737.50	2.6%	149.50
505-3-16190-8042	Sale of Surge Protectors	430	3,500.00	420.00	420.00	-3,080.00	12.0%	(10.00)
Electric Fund Revenue Total		1,348,860.00	15,290,769.00	1,356,278.90	1,356,278.90	-13,904,490.10	8.9%	7,418.90

Account Id	Account Description	Prior Expense	Budgeted	Current Expended	YTD Expended	Balance/Excess/ Deficit	% Expended	Prior Year Variance
505-4-20010-	ELECTRIC SERVICES****	1,053,440	12,406,235.00	947,364.86	947,364.86	12,309,773.14	7.6%	(106,075.14)
505-4-20020-	ELECTRIC CAPITAL OUTLAY *****	0	684,027.00	517.70	517.70	683,509.30	0.1%	517.70
505-4-20050-	TRANSFERS *****	159,115	1,895,062.00	157,921.76	157,921.76	1,737,140.24	8.3%	(1,193.24)
505-4-95101-	DEBT SERVICE *****	25,232	275,445.00	22,549.83	22,549.83	252,895.17	8.2%	(2,682.17)
Electric Fund Expenditure Total		1,237,787.00	15,260,769.00	1,128,354.15	1,128,354.15	14,983,317.85	7.4%	(109,432.85)

	Prior Year	Prior Month Cash	Current Year	Variance
Total Revenue	1,348,860.00		1,356,278.90	7,418.90
Total Expense	1,237,787.00		1,128,354.15	-109,432.85
Excess/Deficit of Expenses Over Revenue	111,073.00		227,924.75	116,851.75
Cash Balance in Fund	724,794.00	343,328.00	276,984.00	-447,810.00

CASH RECEIPT AND DISBURSEMENT SUMMARY

AP Checks	146,846.00
Payroll Checks	58,340.00
Transfers	145,252.00
VEMA	756,696.00
Adjustments	7,537.54
Payments from Customers	(1,048,327.23)
NET CHANGE	66,344.31

BILLED VERSUS PAYMENTS SUMMARY

	July	August
BILLED	\$ 1,331,565.63	\$ 1,368,230.33
TOTAL PAYMENTS**	\$ 1,027,103.65	\$ 1,270,296.21
Variance (collected over billed)	\$ (304,461.98)	\$ (97,934.12)

QZAB & VPSA Account Reporting

QZAB -2014 BALANCE-PRINCIPAL	\$	141,648.79
QZAB -2014 BALANCE-INTEREST	\$	<u>2,734.92</u>
TOTAL AVAILABLE BALANCE	\$	144,383.71
BALANCE REMAINING	\$	144,383.71
BALANCE DUE-SCHOOL SHARE -IT EQUIPMENT	\$	<u>(308.05)</u>
AVAILABLE 2014 QZAB BALANCE	\$	144,075.66
2013 VPSA ACCOUNT BALANCE-PRINCIPAL	\$	9,566.37
2013 VPSA ACCOUNT BALANCE-INTEREST	\$	<u>4,745.85</u>
TOTAL	\$	14,312.22
PENDING DRAWDOWN-MARQUEE CABINET JPK MIDDLE	\$	<u>(11,814.00)</u>
BALANCE REMAINING	\$	2,498.22

VPSA Account scheduled to be closed with residual proceeds pending submission to City

OLD/NEW BUSINESS

- A. Writ of Election Report – H. Taylor Williams, IV**
- B. School Capital Funding Request/Financial Services Agreement Update**
- C. City Manager’s Report**
 - 1. Parks & Recreation Advisory Committee**



*Office Of The City Attorney
H. Taylor Williams, IV*

September 20, 2016

From: H. Taylor Williams, IV, City Attorney

To: Members of City Council

Re: Petition to obtain a Writ of Special Election

Attached please find a copy of the Writ of Special Election entered by the Circuit Court on September 19, 2016. The Writ sets the special election date on May 2, 2017 to elect a person as the Ward 6 Council Representative. The term for this elected office is to fill the unexpired term of former Councilman Frank Rabil who had to resign on June 30, 2016 to take the elected Office of Mayor. The term expires June 30, 2018.

The Voter Registrar, Jennifer Maynard, has announced that persons interested in running for election as the Ward 6 Representative must wait until January 2, 2017, to begin circulating petitions.

VIRGINIA:

IN THE CIRCUIT COURT OF SOUTHAMPTON COUNTY

THE FRANKLIN CITY COUNCIL FOR)
THE CITY OF FRANKLIN, VIRGINIA)
Petitioner,)

Case # CL16-640

WRIT OF SPECIAL ELECTION

CAME THIS DAY PETITIONER, the City Council for the City of Franklin, Virginia, pursuant to Virginia Code § 22.4-228.1, and requested, due to the resignation of the Ward 6 Representative for City Council, effective June 30, 2016, the Judges for this Court having entered an Order on August 22, 2016 appointing an interim Representative of Ward 6, that a Special Election be ordered for May 2, 2017, to fill the remaining term of the Ward 6 Council Representative. Good cause having been shown, it is SO ORDERED:

Pursuant to Virginia Code § 24.2-683, this Court does hereby issue this Writ of Special Election, and directs the Electoral Board of the City of Franklin, Virginia, to conduct a Special Election to fill the remaining unexpired term of the current City of Franklin Ward 6 Council Representative, on Tuesday, May 2, 2017, in the manner and at the places as would be executed for the general election to be conducted on that date. This Court ORDERS the Electoral Board and Registrar to observe the directives set forth in Virginia Code §§ 24.2-681 *et seq.* when conducting this Special Election. This Court further ORDERS that the Secretary of the Electoral Board shall cause notice of the election to be published once in a newspaper of general circulation in this jurisdiction at least ten (10) days before the Special Election.

The Clerk is directed to transmit a certified copy of this Writ to the Secretary of the Electoral Board and to Counsel for Petitioner, and to dismiss this matter from the docket.

Entered this 19th day of September, 2016.

L. Wayne Farmer

Judge

I ask for this:

H. Taylor Williams IV

H. Taylor Williams, IV
City Attorney, City of Franklin
VSB #19602
207 West 2nd Ave.
Franklin, VA 23851
(757) 562-8505
twilliams@franklinva.com

I certify that the document to which this authentication is affixed is a true copy of a record in the Southampton Circuit Court. I have custody of the document and am the custodian of that record.

Richard L. Francis, Clerk

Kathy B. Everett DC
Southampton Circuit Court



*Office Of The City Manager
R. Randy Martin*

September 21, 2016

TO: Mayor & Council Members
FROM: R. Randy Martin, City Manager
Re: School Capital Funding Request/Financial Service Agreement Update

At the Council meeting on September 12th, Council authorized me to negotiate an agreement with Minor & Associates to perform financial services outlined in a proposal dated August 29, 2016 contingent upon the school system's willingness to participate in the agreement with the city responsible for the entire cost of the agreed upon scope of the work up to \$7500. Given the timetable for completing the accounting services proposal, Council further agreed to consider approval of the school's capital outlay funding request for FY 2016 – 2017 as soon as possible assuming that school officials likewise agree to participate in the accounting services agreement including both parties accepting the outcome of the third party analysis resulting from the agreement and contingent upon assurance that the school system does not need any additional city appropriation for FY 2015 – 2016 which ended June 30, 2016.

I met with Superintendent Bell on September 13th and advised him of the Council's action including the requisite contingencies. We agreed to meet again on September 14th to review the financial services agreement scope of work in a conference call with Sheila Minor of Minor & Associates. During this meeting, we discussed with Ms. Minor potential ways to lower the cost of the engagement and I asked her to review the scope of work. She agreed to review the proposal and advised she would have to review the schedule as well. Also on September 14th, the Superintendent advised that he had discussed the matter with the School Board Chair and that they would present and advocate for School Board approval at the School Board's upcoming meeting on September 15th.

The Superintendent informed me by email on September 16th that the Franklin City School Board on September 15th agreed to participate in this initiative. We agreed to further discuss on September 19th and contact Ms. Minor to finalize the agreement terms. On September 19th, Superintendent Bell confirmed the School Board's agreement to participate in the third party review. Ms. Minor advised that after review, she did not recommend modifying the scope of the proposed agreement but she did agree to charge only for actual hours engaged with the same "not to exceed fixed price of \$7,500." She also indicated that due to the delay since she originally executed the proposal on August 29th, her schedule had changed slightly and she would have to modify the schedule proposed accordingly. Dr. Bell and I verbally agreed that the revised agreement was acceptable. Enclosed is the final agreement with the revised language on

cost and completion timetable. I have executed it and Dr. Bell indicated he would do likewise when he returns to the office later this week from a meeting.

The Superintendent and I have also discussed on two occasions the FY 2015 – 2016 school funding status and he advised they were in the process of completing their end of year financial review and the required annual financial report to the state and that he would communicate the results to Melissa Rollins and I as soon as possible to provide the FY 2015 – 2016 assurance needed before finalizing Council action on the capital outlay request. I hope to have this update before the Council meeting. Assuming the school's assurance is provided that no additional funding is needed for FY 2015 – 2016; I again recommend Council appropriate the \$480,000 school capital outlay request for FY 2016 – 2017 as detailed in the City's Capital Improvements Plan reviewed at the last Council meeting.

Enclosure



Minor and Associates

September 20, 2016

Mr. Randy Martin
City Manager
City of Franklin
207 W. Second Ave.
Franklin, VA 23851

Mr. Willie Bell
Superintendent
Franklin City Public Schools
207 W. Second Ave.
Franklin, VA 23851

Dear Mr. Martin and Mr. Bell,

Thank you for contacting Minor and Associates PLLC to facilitate a dialog and resolution of the findings included in the City's FY2015 Comprehensive Annual Financial Report (CAFR) involving Franklin City Public Schools. Our understanding is that the findings, and the corrective action responses as proposed by the School Division, have created some friction between the City Council and School Board, to the extent that the City Council has not appropriated capital improvement funds for school related improvements in the current fiscal year.

As you know, the Commonwealth of Virginia unique among states in that school divisions do not have the authority to directly collect taxes to support their operations. As such, school divisions in the Commonwealth are fiscally dependent component units of their locality, and must be reported as a component unit in their locality's financial statements. Local governing bodies (Councils and Boards of Supervisors) must allocate a significant portion of their funds to school divisions, entities for which they have no operational or fiscal control beyond the initial appropriations. As such, these issues require a delicate balance where localities feel responsible for ensuring the fiscal stewardship of taxpayer dollars while not overreaching into the operational and financial administration of the school system.

For this specific situation, both entities seek an impartial third party to work toward a resolution where the findings are understood within an operational context, and feasible corrective actions are proposed and implemented which directly address the deficiencies identified in the findings.

The scope of work will include the following:

- Reviewing the findings themselves and all correspondence regarding the findings.
- Meetings with Mr. Bell, Ms. Jarrell, and any other pertinent school personnel to discuss the findings, the policies and procedures in place in FY15 and any changes to those policies and procedures, the corrective actions initially proposed, and the operational constraints and context which may impact the feasibility of corrective action.
- Contacting other school divisions and local governments to inquire as to their practices and procedures that are relevant to the audit findings. As I work with several localities and school



divisions, I can make these inquiries without specifically referencing the client for which I am inquiring.

- Possible discussion of the findings and corrective actions with audit firms, to include the City's current and former auditors and possibly others.
- Working with Mr. Bell and his staff to craft feasible, effective responses to audit findings which may include changes to policies and procedures or a discussion as to why the findings may be unwarranted.
- Crafting a brief report and presentation on the recommendations to be reviewed by the City Manager and Superintendent and their respective Finance Directors prior to finalization and release.
- Attending 1-2 meetings with each entity to review and present the findings of this engagement and the responses to the audit findings. The format and attendees of this meeting can be at the City Manager's and Superintendent's choosing.

The scope of work described above will result in a final report and recommendations that will be the opinion of Minor and Associates, PLLC relative to each audit finding. We will discuss whether the findings are reasonable in light of commonly referenced internal control guidelines, (such as the Committee of Sponsoring Organizations (COSO) Internal Control Framework), the Code of Virginia, and common policy and procedures in place in other school divisions. We will discuss the feasibility of proposed corrective action in light of the operational context of the school division. Finally, we will recommend changes to policies and procedures (or review already implemented changes) to address the findings and move both organizations beyond this issue.

Sheila Minor will be the project lead and City's main contact. Sheila is a Certified Public Accountant with over 17 years of Virginia local government finance experience, including eight years as a local government financial consultant. She has served as the Interim Director of Finance for both Franklin City Public Schools and the City of Franklin, as well as Petersburg City Public Schools, New Kent County Public Schools, Charles City County Public Schools, Greensville County Public Schools and Powhatan County. Prior to beginning her consulting career, Sheila was the Director of Financial Services for Prince George County, Virginia.

Due to existing engagements, work on this engagement will not commence until October 24, 2016, with completion by November 29, 2016. Ms. Minor can be available for presentations to the Boards during the month of December, if necessary. The project will be billed hourly at \$110 per hour, with a not-to-exceed price for this engagement is \$7,500. Terms are net 30. Minor and Associates does not bill separately for travel or incidental expenses, unless additional meetings beyond the original scope are requested. Those costs are included in the hourly rate.

We hope that we have correctly documented the City's needs based on our conversation. If you have any questions or concerns, please don't hesitate to give me a call or email at (804) 731-2437 or



sminor@minoracct.com. Again, we appreciate the opportunity to provide this proposal and look forward to the possibility of working with you.

Yours Truly,

Sheila S. Minor, CPA, CPFO
Owner, Minor and Associates, PLLC

The City of Franklin accepts the terms and scope of work as provided in this quote.

Signature

Date

Title

Franklin City Public Schools accepts the terms and scope of work as provided in this quote.

Signature

Date

Title



*Office Of The City Manager
R. Randy Martin*

September 21, 2016

TO: Mayor & Council Members
FROM: R. Randy Martin, City Manager
Re: Parks & Recreation Advisory Committee

After the last Council meeting, two members of Council requested that a Council discussion on the future of a Parks & Recreation Advisory Committee be included on the September 26th agenda. In consultation with the Mayor, the topic is included on the agenda for discussion only.

Following the discussion, if the majority of Council is inclined to further consider the matter at this time, I respectfully request staff be given the opportunity to craft a recommendation including changes to the by-laws and particularly the makeup of the committee.

Enclosures

COUNCIL/STAFF REPORTS ON BOARDS & COMMISSIONS